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Solicitation No: 624-A-01-0043

Issuance Date: 26 September 2001
Closing Date: 13 November 2001
Closing Time: 3:00 p.m., Bamako, Mali Local Time

Subject: Request for Application (RFA) Number 624-A-01-0043: Institutional Support for the Creation of the West African Power Pool

The United States Agency for International Development (USAID) is soliciting applications from U.S. private voluntary organizations, U.S. not-for-profit organizations and U.S. universities with the requisite capability and experience to conduct a program aimed at supporting the creation of the West African Power Pool. For-profit organizations may also submit applications, however they will not be entitled to receive a fee or profit for this activity.

USAID considers this program to be assistance to an organization for a public purpose rather than the acquisition by USAID of goods or services from an organization. Accordingly, an assistance instrument (i.e., a grant or cooperative agreement), in lieu of an acquisition instrument has been determined to be the most appropriate means for the furtherance of the program objective. An assistance instrument is used when the principal purpose of the relationship between USAID and the other party or parties is the transfer of funds or services to the recipient in order to accomplish a public purpose, through support or stimulation of the recipient's own program or project.

Subject to availability of funds, it is anticipated that one Cooperative Agreement will be awarded under this RFA and the total estimated funding amount for the 15 month period will total approximately \$500,000. The Recipient shall propose a program of joint collaboration with a West African regional economic or political organization with the stature to call multinational meetings. The purpose of this activity is to increase the capacity of the various committees and working groups that will lead to the creation, institutionalization and operation of the desired West Africa Power Pool institutions.

USAID does not award fee or profit under assistance instruments. However, all reasonable, allocable, and allowable expenses, both direct and indirect, which are related to the award, and are in accordance with applicable cost standards (22 CFR 226, OMB Circular A-122 for non-profit organizations, OMB Circular A-21 for universities, or the Federal Acquisition Regulation [FAR] Part 31, for for-profit organizations) may be paid under the award.

For the purposes of this program, this RFA is being issued and consists of this cover letter and the following:

Section A:	Program Purpose and Description
Section B:	Instructions to Interested Parties in Preparing Applications
Section C:	Application Review and Evaluation Process
Section D:	Certifications, Assurances, and Other Information
Section E:	Standard Form 424, 424(a), 424(b) and Instructions

Section F: Sample Grant Format

Your application shall support the program objectives, as described in RFA Section A; shall follow a format conforming to the Application Preparation instructions set forth in RFA Section B; and, shall be evaluated against the evaluation criteria contained in RFA Section C. Sections D & E contain all Certifications, Assurances and Other Information as well as the application forms for Federal Assistance, which potential recipients are required to complete. Section F of the RFA contains a sample grant format that includes the mandatory and required, as applicable, standard provisions. Final agreement language and applicable optional standard provisions are subject to change based on the specific program selected for award. Applicants are cautioned that failure to observe all guidelines, including such things as submission date, page limits, and use of prescribed language may result in the application being rejected.

The deadline for submission of applications in response to this RFA is November 13, 2001, 3:00 p.m., Bamako, Mali time. Applicants are requested to submit one (1) original and four (4) copies of their applications to the following address:

If sent by mail:

Annette E. Tuebner
Regional Agreement Officer
USAID/Mali
B.P. 34
Bamako, Mali

or Annette E. Tuebner
Regional Agreement Officer
USAID/Bamako
Department of State
Washington, DC 20521-2050

Hand carried or Via Courier Service:

Annette E. Tuebner
USAID/Mali
Immeuble Dotembougou
Rue Raymond Poincare
Bamako-Coura, Mali

Prospective recipients should take account of the expected delivery time required by the application transmission method they choose and are responsible to ensure that proposals are timely received at USAID/Mali. Email and fax transmissions of applications are not acceptable. If you have questions regarding this RFA, please address them to Hamacire Daou (hdaou@usaid.gov), Sr. Acquisition and Assistance Specialist, Tél: (223) 22-36-02, Fax: (223) 23-68-31.

Issuance of this RFA does not constitute an award commitment on the part of the U.S. Government (USG), nor does it commit the USG to pay for costs incurred in the preparation and submission of an application. Further, the USG reserves the right to reject any or all applications received. Applications are submitted at the risk of a prospective recipient. Should circumstances prevent award of a grant or cooperative agreement, i.e funds do not become available, all preparation and submission costs are at the applicant's expense. In the event of any inconsistency between the parts comprising this RFA, it shall be resolved by the following order of precedence: 1) Application Instructions (Section B); 2) Program Description (Section A); and 3) this cover letter.

Thank you for your interest in USAID development activities in the West Africa region.

Sincerely,

Annette E. Tuebner
Regional Agreement Officer
USAID/Mali-WARP

SECTION A: PROGRAM PURPOSE AND DESCRIPTION

Institutional Support for the Creation of the West African Power Pool

I. Background

A. USAID Programs in the West Africa Energy Sector

USAID's comprehensive strategy for the new West Africa Regional Program (WARP) was formulated in 1999 and adopted in 2000. Among the four strategic objectives identified for the new West Africa Regional Program (WARP), Strategic Objective (SO 4): "Regional Economic Integration Strengthened in West Africa" includes an Intermediate Result (IR 4.4) related to the energy sector: "Improved regional capacity to provide sustainable and competitively priced supply of energy."

USAID is currently providing technical assistance to the Economic Community of West African States (ECOWAS) and its member states to accomplish this goal of regional economic integration and increased energy trade. In the energy sector, there are two key elements of this program supported by USAID: 1) the West Africa Gas Pipeline (WAGP) project, and 2) the West Africa Power Pool (WAPP) project. USAID/WARP's activities are currently focused on the power pool project while the gas pipeline program is primarily managed by USAID/Ghana.

The West African Gas Pipeline Project

In 1999, USAID, through its Ghana mission, began providing technical assistance on the development of the West Africa Gas Pipeline to ECOWAS and the participating countries. The West Africa Gas Pipeline (WAGP) Project involves the construction by a commercial group of a 1,000-kilometer long offshore gas pipeline from Nigeria to Ghana. To develop the project, the four participating countries (Nigeria, Benin, Togo and Ghana) formed a Steering Committee comprised of their energy ministers and a project implementation committee whose members include senior staff from each of these governments. The steering committee is responsible for overall policy issues whereas the implementation committee is charged with negotiating the BOO concession agreement with the commercial group. ECOWAS was mandated by the four governments to serve as the secretariat for both committees and to solicit donor involvement in the project.

The West African Power Pool

Given the success of this approach to the development of the gas pipeline, the ECOWAS heads of state formed a similar two-committee structure to establish the WAPP. The ECOWAS Secretariat was directed to provide support services to these committees and to contact donor organizations for technical assistance. ECOWAS then approached USAID to explore the possibility of receiving similar technical assistance for the WAPP as was provided for the WAGP. In collaboration with ECOWAS, the WARP has developed a program of technical assistance for the WAPP and has received funding from ATRIP (Africa Trade and Investment Policy Program). The technical assistance provided to ECOWAS, the member countries and the electrical utilities is defined in a Memorandum of Understanding that was signed by ECOWAS and USAID in December 2000. It includes several components, each of which will be handled through a different USAID-funded mechanism. The principal activities funded to date include a series of workshops and organizational meetings which also included capacity-building seminars on various aspects of power pool development and carrying out various studies and analyses required as a part of the WAPP development effort.

When USAID became involved in 1999 with assisting in the establishment of the West Africa Power Pool, the WAPP was still little more than a vague concept. USAID funding provided the means for the ECOWAS Secretariat to convene the member states and national utilities to begin to make the WAPP a reality. In Lome, Togo in September 2000, the organizational meeting for the WAPP was held. In attendance were representatives from all of the region's electrical companies as well as most of the energy ministries. These participants drafted a report and recommendations regarding the coordinating structure that needed to be put in place to establish the WAPP. Submitted to a subsequent meeting of the ECOWAS energy ministers, these recommendations formed the basis for a Memorandum of Understanding. Before signing the MOU, the ministers sought the technical advice of USAID, the World Bank and Purdue University. To a large degree, the commitment shown by USAID to supporting the WAPP project was pivotal in convincing the ministers to move forward with the project. Subsequently, the MOU was signed by all the ECOWAS energy ministers. This MOU established the coordinating structure for the implementation of the WAPP and set forth the commitments and obligations of the member states with regard to the power pool.

To undertake the tasks needed to establish the WAPP, a ministerial policy coordinating committee was established and a WAPP implementation committee, comprised of the national electrical companies, was created. Because of the differences in the state of electrical system development within the region, the energy ministers divided the power pool into two zones, each containing seven countries. Within each zone, two working groups, one for institutional issues and one for technical issues, were created. The ECOWAS Secretariat was directed to provide administrative support to these bodies and to coordinate their work.

In March 2001, the first meeting of the WAPP Project Implementation Committee and the two working groups took place. The institutional and technical working groups developed two-year action plans and decided to meet on a quarterly basis. Following the meeting of the working groups, the meeting of the WAPP Project Implementation Committee took place. At this meeting, the heads of the national electrical utilities adopted and signed a memorandum of understanding committing their companies to the establishment of the power pool.

USAID is now providing technical assistance with an institutional analysis that will identify the specific reforms that the ECOWAS countries will have to undertake to establish the WAPP and create a regional energy market. This analysis will guide the implementation committee in the formulation of the implementation plan to establish the WAPP. The draft of this analysis was presented at a July 2001 meeting of the institutional working group in Abidjan, Cote d'Ivoire.

Purdue University has developed a working version of the West Africa power pool model. While further refinement is still required, the model is now operational. A training manual has been prepared. The first training session for technicians from the electrical companies and from some of the energy ministries took place in November 2000 in Accra, Ghana and a second session involving the technical working group was held in Bamako, Mali in June 2001. Perhaps even more significantly, Purdue University has been able to assemble the most comprehensive collection of data on electrical power generation and transmission that has ever existed in the region. The data includes demand estimates as well as supply figures and will be an invaluable source of information for American energy firms contemplating investments within the region.

B. USAID Program Contracts and Grant Agreements

To date, support to ECOWAS for the West African Power Pool Project has been conducted to date through two different mechanisms:

- 1) USAID awarded a task to PA Consulting for short-term technical assistance to undertake studies concerning the establishment of the power pool as well as to prepare baseline data studies. These

studies include institutional issues related to the development and operation of the WAPP, studies on operation and market rules, and commercial trends and barriers to WAPP development. To date, PA Consulting has completed drafts of the baseline study and the institutional requirements study. The Task Order is scheduled to end September 30, 2002.

- 2) USAID also supports the program of Associates for International Resources and Development (AIRD) under a cooperative agreement scheduled to end September 31, 2001. Under their cooperative agreement, AIRD has provided institutional support to ECOWAS to help develop the WAPP. Their program includes institutional support to ECOWAS conduct WAPP meetings, a sub-grant to Purdue University to conduct power pool modeling, and analytical studies.

In addition to this past or ongoing support, USAID/WARP is in the process of procuring long-term technical assistance through 2003 to support ECOWAS's efforts to create the power pool. The main component of this technical assistance will be a long-term advisor who will be placed at the ECOWAS Secretariat in Abuja, Nigeria to support and advise ECOWAS, the steering and implementation committees, and working groups on the power pool. The advisor's role will be to help the countries to identify and act upon the various legal, fiscal, administrative, management and technical actions required to establish the power pool. More specifically, this advisor is responsible for: a) preparing a comprehensive action plan which provides in detail the various steps required to establish the power pool; b) assisting ECOWAS in developing and coordinating WAPP initiatives; c) helping to support and strengthen the institutional capacity of the ECOWAS secretariat through capacity building and technical assistance; d) providing advisory support to the WAPP committees and working groups; e) developing a program to increase understanding of the environmental issues associated with the WAPP; f) assessing the technical and training needs of the committee members; and g) developing training and capacity building programs and overseeing the implementation of this training and capacity building.

USAID has also recently established an Energy Partnership Program (EPP) between the United States Energy Association (USEA), ECOWAS and the Indiana Utility Regulatory Commission. The objectives of the EPP Regulatory Partnership are to improve the regulation, market design, and rules of operation of the WAPP. More broadly, the overall purpose of the partnership is to establish a long-term cooperative relationship between U.S. and foreign regulatory agencies that provide a mechanism to transfer the U.S. experience in market-based energy production and regulation to our foreign counterparts.

C. ECOWAS's Involvement in the West African Power Pool Project and other historical background

As early as 1982, the ECOWAS member states agreed that a regional energy policy was needed. Action on realizing such a policy languished for years. It was only in the mid-1990s when serious electricity shortages began to occur in most of the countries that the need for action became apparent. In 1996, with financial assistance provided by the UNDP and the ECA, ECOWAS commissioned a study of the development of hydroelectric power and interconnection of electricity grids in ECOWAS member states. This study formed the basis for the development of a master plan for power generation and distribution in the region.

The study was reviewed at a meeting of the ECOWAS Transport, Communications and Energy Commission, that was held in Lagos, Nigeria in October 1997. The participants requested that the information contained in the study be up-dated to reflect recent efforts concerning the harmonization of voltage levels, cost of equipment, proposed tariffs and the estimated benefits of an interconnected grid for both the consumers and producers of electricity. They also called for an acceleration of the institutional reforms needed to allow for private sector involvement in the development and operation of electricity transmission networks through BOO (Build-Own-Operate) and BOT (Build-Operate-Transfer) arrangements. Those present also formed a working group to maintain momentum towards the formation of a power pool. The meeting ended with a call for an experts meeting to finalize the master plan and for a meeting of the ECOWAS energy ministers to mobilize the political will required to implement the project.

With the financial support of the ECA, ECOWAS organized a workshop of the working group (which included UEMOA, OAU, ADB, ECA and ECOWAS) in Lome, Togo in July 1998. The purpose of the meeting was to review progress on the revision of the master plan for the interconnection of electrical grids. Further updating of rapidly changing conditions with regard to costs, demands and utility plans was felt necessary before the report could be completed. UEMOA agreed to align its own energy program with the ECOWAS master plan to avoid duplication of effort. The workshop also recommended that the UEMOA Commission and ECOWAS Secretariat consult regularly on the master plan and put in place implementation structure. The participants also called for submission of the plan for approval by energy ministers and heads of state, followed by the organization of a donor roundtable.

Shortly thereafter, the UEMOA energy ministers met in September 1998 in Lome and adopted the key elements of the master plan as concerned the interconnection of electrical grids and the general framework for implementation of the WAPP. They also agreed on the need for a supplementary study to determine the composition, mandates and operational procedures of the administrative bodies that will be required to manage the WAPP.

With financial assistance from the Chevron Oil Company and USAID, ECOWAS was able to organize a meeting of the region's energy experts in Accra, Ghana in November 1999. These experts, who included representatives from the region's electrical utilities, energy ministries and regional organizations, reviewed the master plan and recommended that the ECOWAS energy ministers adopt the plan. The experts also recommended that the project implementation model being employed for the West Africa gas pipeline also be used for the development of the WAPP. In particular, they called for the establishment of an inter-ministerial committee of energy ministers to act as the main intergovernmental body to oversee implementation of the WAPP and the creation of an inter-utility project development committee tasked with formulating an action plan for the development of commercially viable projects, including hydro-electric generation plants, under the umbrella of the WAPP. Furthermore, the experts recommended the ECOWAS countries should encourage increased private sector involvement in the development of hydroelectric and other energy production facilities and the interconnection of the electricity grids.

Immediately following the experts meeting, the ECOWAS energy ministers met and approved the entire set of recommendations of the experts group. The ministers moreover directed the ECOWAS Secretariat to ensure the implementation of the recommendations and to develop strategies to involve the donor community in implementation of the WAPP. They also called for increased private sector participation in the development of the WAPP and the establishment of a regional program for capacity building and cooperation among the West Africa training and research centers.

In December 1999, the ECOWAS Heads of State held their annual meeting in Lome, Togo. At that time, they approved the establishment of the WAPP and the related implementation recommendations of the energy ministers. In February 2000, President Konare of Mali, who is the presiding head of ECOWAS, called a meeting in Bamako of the heads of state to identify and agree upon priority regional development projects. One of the projects was the WAPP. In May, the inaugural meetings of the WAPP implementation committee and the ministerial steering committee were held in Abuja, Nigeria. A second meeting of the implementation committee was held in July 2000 in Lome to review and finalize draft protocols for the establishment of the WAPP.

At a September 2000 workshop, these protocols were approved and signed by the ECOWAS energy ministers. To facilitate implementation of the WAPP, the protocols divide the ECOWAS region into two sub-groupings of countries, based upon the present state of development of their electrical systems. Zone A consists of Nigeria, Niger, Benin, Togo, Burkina Faso, Ghana and Cote d'Ivoire. Zone B includes Mali, Senegal, Gambia, Liberia, Sierra Leone, Guinea and Guinea-Bissau. Each sub-zone will have two working groups, one addressing institutional issues and the other technical issues. They will report back to the WAPP implementation committee, which covers the entire ECOWAS region.

In March 2001, the organizational meetings of the WAPP Implementation Committee and the institutional and technical working groups were held in Dakar, Senegal. The implementation committee consists of representatives of all the electrical companies in the ECOWAS region. The technical and institutional working groups each have two representatives (one from the government, one from the electrical utility) from each of the 14 ECOWAS countries.

At the Dakar meeting, both working groups formulated action plans to guide their work over the next two years and agreed to meet on a quarterly basis. In addition, the heads of the region's electrical utilities met in Dakar and signed an MOU committing their companies to the realization of the WAPP.

It should be noted that the inter-ministerial steering committee, the WAPP implementing committee and the four working groups all draw upon the day-to-day administrative and programming support of the ECOWAS Secretariat for their interactions with bilateral and multilateral agencies, consultants and technical advisors. As such, the Energy Division of the Department of Industry and Infrastructure in the ECOWAS Secretariat plays a key role in the implementation process. The Division, however, is staffed only with one professional and a secretary and is sorely over-burdened by its responsibilities.

D. USAID/WARP Strategic Objective and Intermediate Results

It is imperative that applicants and the recipient understand the context of the USAID objectives for this program. USAID expects that this activity will contribute to achieving the larger results and targets stated by USAID/WARP in their economic growth Strategic Objective (SO 4): "Regional Economic Integration Strengthened in West Africa" and Intermediate Result (IR 4.4) related to the energy sector: "Improved regional capacity to provide sustainable and competitively priced supply of energy." While this program indicators in the monitoring plan still have not been finalized, the draft indicators for the Mission level Objectives and Intermediate Results are the following:

STRATEGIC OBJECTIVE 4: REGIONAL ECONOMIC INTEGRATION STRENGTHENED IN WEST AFRICA

SO Indicator 3:

Transnational electric energy sales within ECOWAS grow each year following establishment of regional electricity entity, and transnational sales (in MWh) during 2008 are at least triple transnational sales in 1999.

Intermediate Result 4.4: Improved regional capacity to provide sustainable and competitively priced supply of energy.

Indicator 1

Harmonized regulations for the international trade of gas and electricity adopted in at least 7 of the ECOWAS countries by 2008.

Indicator 2:

A regional electricity power pool organization is established and functioning by 2005, and a coordination center is established and functioning by 2008.

Indicator 3

International electricity interconnection capacity in the ECOWAS region increased to connect all countries in Zone A by 2005, with investment of at least 100 MW connecting to Zone B by 2008.

Indicator 4:

Increased investment in the power and gas sectors in the region.

Indicator 5:

Regulatory organizations are established in the region and regulatory functions operationalized.

II: Achieving Program Results

The objective of this activity is to provide institutional support (including support for meetings or workshops), training and technical assistance to the WAPP Working Groups, Project Implementation Committee and the Ministerial Steering Committee. The primary aim is to facilitate the implementation of the action plans on technical and institutional issues that will contribute to their ability to make the essential decisions that will lead to the creation, establishment and functioning of the operational institutions related to the West African Power Pool.

USAID envisions a program that will lead to the following main outcomes:

- 1) Contribute to the development of WAPP institutions by supporting and strengthening the capacity of the project implementation committee and the two working groups;
- 2) Increase WAPP analytical, planning, data collection and power system modeling capacity;
- 3) Strengthen the political will supportive of the creation of the WAPP institutions at the highest levels (executive and legislative);
- 4) Decisions made by the Ministerial Steering Committee that establish and initiate the operationalization of a regional electricity coordination entity (i.e. the West African Power Pool, which will be the entity responsible for administration and management of the electricity network on a regional level).
- 5) Decisions made by the Ministerial Steering Committee that establish and begin to operationalize the regulatory principles, rules, protocols or bodies that will regulate regional electricity trade.

In support of the above, USAID/WARP has budgeted up to \$500,000 for program activities over 15 months.

We envision a program of joint collaboration between the recipient and a regional economic or political organization with the stature to call multinational meetings. USAID recommends that the regional organization maintain the lead and represent the public face of this program, while the recipient shall provide the analytical, technical, logistical, management and administrative support. USAID invites applicants to provide an approach which details the roles and relationships between all program components.

USAID envisions a program involving three principal groups with the corresponding responsibilities outlined below.

A. The recipient, a U.S. non-governmental organization, will be responsible for:

- The financial accountability of funds, including a financial management system;
- Ensuring technical direction and management oversight;
- Providing, or arranging all administrative and logistical arrangements for program operations;
- Administering sub-grants, as needed;
- Providing analytical support and technical assistance to ECOWAS, as needed;
- Achieving agreed upon results.

The applicant should be specific in detailing its role in the program. Describe how it relates to the other principal groups and its responsibilities for the program.

B. A regional institution (such as ECOWAS), who will be partnering with the U.S. organization, will be responsible for:

- In its role as the region's political lead for this activity, convening meetings and workshops, collecting data, and providing guidance on the political processes, and procedures;
- Organizing and managing the workshops and meetings of the project implementation committee, the institutional working group, and the technical working group;
- Providing logistical support for workshop attendees, including financing travel costs for selected representatives;
- Managing sub-grants which it receives from the recipient.

Due to the key role played by ECOWAS in this project, we strongly encourage applicants to partner with ECOWAS's Department of Industry and Infrastructure. In addition to the responsibilities listed above, the applicant should describe the role and responsibilities of this organization. The applicant should describe the authority that the regional institution will or will not be given.

C. Other sub-recipients, will have the responsibility to:

- Carry out discrete activities in support of overall objectives.

The recipient should describe the type of organizations who might receive sub-grants, what their role will be, and how their efforts would contribute to the accomplishment of the desired outcomes. If the WAPP Regional Electricity Entity or the WAPP Regulatory Entity are formed more quickly than anticipated, the recipient may qualify as sub-recipients to help further advance program goals.

In order to achieve the desired results, we encourage the applicants to design and propose a program that increases the capacity of the various committees and working groups that will lead to the creation, institutionalization, and operation of the desired WAPP institutions. The applicant may propose for consideration any program activities or studies that they believe would be useful to accomplishing these goals.

USAID envisions a program that will be consistent with and support the efforts of the ECOWAS Secretariat to create a West African Power Pool. Additionally, the proposed program should complement, but not duplicate, other technical assistance efforts underway by USAID or other donors.

IV. Expected Results

For the purposes of this Agreement, this activity should contribute to achieving the results identified below:

Indicator 1: A plan for harmonizing regulations for the international trade of gas and electricity adopted in the region by 2003.

Indicator 2: A regional electricity power pool entity is established by 2003, and it has begun to assume some regional power pool functions.

Indicator 3: Overarching regulatory principles are established in the region by 2003.

Indicator 4: A regulatory organization, form or forum is decided upon and established in the region by 2003, with regulatory functions initiated.

V. Documents

In addition to the background material provided in the preceding sections, more specific information is available at the ECOWAS Secretariat, USAID/Ghana and the West Africa Regional Program offices as well as at the State Utility Forecasting Group at Purdue University. These include, but are not limited to, the following materials.

The memorandum of understanding between ECOWAS and USAID defines the relationship between the two organizations and specifies the type of technical assistance that USAID will provide as well as contributions that ECOWAS will make in support of the project. A copy of the MOU can be obtained from the WARP.

As a part of the process to formulate the strategy for the West Africa Regional Program, an number of diagnostic studies were conducted by USAID. One of these studies focused on the regional energy sector and included an analysis of existing situation and trends in the sector. The report will provide valuable background information on the energy situation in the region.

Under a 1999 ATRIP grant, Purdue University has been involved in the development of a model of the West Africa Power Pool. During the Spring of 2000, three local consultations collected an exhaustive set of data on electrical power generation in most of the countries of West Africa as input for the model. Reports on the modeling exercise as well as the electrical generation data are available from Purdue.

ECOWAS, with funding from the United Nations Development Program and the Economic Commission for Africa, has produced a study on the Interconnection of Electricity Grids in West Africa. This study, which is available for consultation at the ECOWAS Secretariat Abuja, Nigeria and at the offices of the West Africa Regional Program in Bamako, Mali and the Sustainable Development Office of the Africa Bureau in Washington, DC contains a wealth of information that could be of use in understanding the tasks to be conducted. In addition, the WARP has copies of the reports of a number of ECOWAS meetings concerning the formation of the power pool.

USAID/Ghana has a major bilateral energy sector program and also manages USAID technical assistance effort to the West Africa Gas Pipeline Project. These activities have generated a variety of technical reports and documents, which can be consulted at the mission's offices in Accra, Ghana. Of particular pertinence is the statement of work for the gas pipeline technical advisor assigned to ECOWAS and the memorandum of understanding signed between USAID/Ghana and the ECOWAS Secretariat. The latter document can be obtained from USAID/Ghana or the WARP.

Finally, the applicant should review in depth the West Africa Regional Program strategy document to understand how the energy IR relates to the program as a whole and what USAID is committed to achieving as results.

VI. Program Reporting

Quarterly Reports

USAID requires the recipient to submit quarterly reports each calendar year. Quarterly reports should include a description of the activity, progress made, analysis of problems encountered, lessons learned, and recommendations for next steps. Further, they should include a statement on progress made against the results and indicators indicated above, in Section IV, Expected Results and shall be submitted in accordance with 22 CFR 226.51, Monitoring and Reporting Program Performance.

Final Report

A final report at the end of the project should be prepared that briefly summarizes the program as a whole, the activities undertaken, significant problems encountered and how they were addressed, progress made, lessons learned, and recommendations for next steps. Optimally, such a report would be less than 15 pages long. The recipient shall submit one original and two copies of the final report, as well as an electronic version.

VII. Period of Agreement

The Cooperative Agreement is effective the date of signature, be effective for 15 months, and shall end no later than June 30, 2003.

VIII. Roles and Responsibilities

USAID/WARP shall be substantially involved in this activity in accordance with ADS 303.5.11, as specified in Section IX, Substantial Involvement. The USAID/WARP energy program manager will serve as CTO for this cooperative agreement.

IX. Substantial Involvement

1. The following provisions constitute USAID's substantial involvement in the recipient's program in order to assure that program objectives are met and that mutual program objectives are achieved. The Agreement Officer herein delegates the approvals lists in this section to the Cognizant Technical Officer in accordance with USAID's Automated Directives System (ADS) Chapter 303.5.11. The Cognizant Technical Officer shall be responsible for:

Approval of Implementation Plan/Proposed changes to Agreement Work Plan .

Approval of specified Key Personnel.

Agency and recipient collaboration or joint participation, to include USAID approval of monitoring and evaluation plans and site visits as appropriate.

X. Monitoring and Evaluation

Monitoring

USAID/WARP shall provide continuing oversight of the financial management aspects of the award through reviews of reports, correspondence, site visits, or other appropriate means. Progress shall be monitored through site visits and review of the quarterly progress reports and the annual progress towards achieving the results and targets. Under a separate mechanism, USAID may conduct surveys to gather data and information to assess program performance.

Evaluation

Under a separate mechanism, USAID/WARP may conduct an external formal evaluation near the end of the program.

SECTION B:

INSTRUCTIONS TO INTERESTED PARTIES IN PREPARING APPLICATIONS

The applicant must set forth full, accurate, and complete information as required by this Request for Application. The penalty for making false statements in applications to the U.S. Government is prescribed in 18 U.S.C. 1001.

SUMMARY OF THE RFA PROCESS

The Request for Application process is designed to identify applicants which clearly meet the qualifications and demonstrate a working knowledge of the proposed program. Upon receipt of applications, a selection panel will be formed to review the applications, utilizing the selection criteria contained in Section C. The panel will rank order the applications and submit the ranking to the Agreement Officer. The Government reserves the right to enter into discussions with one or more applicants in order to obtain clarifications or additional detail pertaining to any aspect of the application (but is not under obligation to do so) and request revised applications. Upon approval of the final documentation the awardee will be authorized, through the execution of a Cooperative Agreement, to implement the program. The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No cost chargeable to the proposed agreement may be incurred before receipt of either a full-executed Cooperative Agreement or a specific, written authorization from the Agreement Officer.

Organizations may not possess all the skills required to achieve all the results identified in Section A. Organizations may enter into partnerships with other non-profit and for profit organizations as sub-grantees or sub-contractors to supplement skills. However, one organization will be required to serve as the prime organization and will be responsible for the achievement of results and the implementation of the program. Procedures for identification of subrecipients, including pre-award surveys and financial reviews should be explained in the application.

PREPARATION OF APPLICATION

- a) Applications shall be submitted at the place designated and by the time and date specified on the cover page of this RFA. Applications received after that date risk not being considered. Acceptance and review of applications received after the closing date, but prior to award, is at the sole discretion of the Agreement Officer.
- b) Late modifications of an otherwise successful application which make its terms to the Government more favorable may be accepted at any time.
- c) Applications shall be directly responsive to the terms, conditions, guidelines, and provisions of this RFA to be assured of consideration. If the Application does not conform to this RFA, it may be categorized as not meeting the minimum program standards, thereby eliminating it from further consideration.
- d) Applications may be withdrawn by written, telegraphic, email or fax notice received at any time prior to award.
- e) Applications must directly respond to the terms, conditions, guidelines and provisions of this RFA to be assured of consideration.
- f) Applicants are encouraged to propose innovative implementation designs to reach the desired results, and an aggressive but realistic schedule of performance milestones as steps toward reaching those results.
- g) Applications will be evaluated based upon both the level of achievement proposed and the realism of the plan for reaching that level of achievement. Recipient performance will be evaluated against the standards proposed by the applicant and accepted by the Government, so well-documented realism in the statement of these program objectives is essential.

- h) It is recommended that an applicant study the selection/evaluation criteria outlined in Section C of the RFA and organize its proposal accordingly.
- i) The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No cost chargeable to the proposed cooperative agreement may be incurred before receipt of either a fully-executed cooperative agreement or a specific written authorization from the Agreement Officer.
- j) Applicants shall submit an original and four (4) copies of the Technical Application (Program Description and an original and two (2) copies of the Financial Plan/Business Management Information.
- k) All hard copies of the application must be placed in a sealed envelope clearly marked on the outside with the following words: **"RFA No.624-A-01-0043: Institutional Support for the Creation of the West African Power Pool, Request for Application Documents."** Two-sided photocopying is requested for each hard-copy of the application.
- l) All applications must be addressed and received in the places specified in the cover letter to this RFA.
- m) Organizations submitting applications shall retain for their records a complete copy of their application for future reference.
- n) USAID intends to award a cooperative agreement resulting from this request for applications, to a responsible prospective recipient whose application best conforms to the general program description of this request. The USG may: 1) reject any or all applications; 2) accept other than the lowest application; or 3) waive informalities and minor irregularities in applications received.
- o) The USG may award on the basis applications received, without discussions. Therefore, each application should contain the prospective grantee's best terms.
- p) Page Limitation and Unnecessarily Elaborate Applications. The length of the Detailed Technical Application shall not exceed 50 pages. The organization capacity and past performance section shall not exceed 20 pages. THE PERFORMANCE MONITORING PLAN AND PERSONNEL RESUMES ARE EXCLUDED FROM THIS PAGE LIMITATION. In addition, there is no page limitation on the Financial Plan. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this RFA are not desired and may be construed as an indication of the prospective recipient's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.
- q) Any prospective applicant desiring an explanation or interpretation of the RFA must request it in writing to the Agreement Officer. Oral explanations or instructions given before award of a Cooperative Agreement will not be binding. Any information given to a prospective recipient concerning this RFA will be furnished promptly to all other prospective recipients as an amendment to this RFA, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective recipients.

TECHNICAL APPLICATIONS (PROGRAM DESCRIPTION)

The technical application will be the most important item of consideration in determining the successful application and issuing an award. The technical application shall be specific, complete, and presented in a concise manner. It is recommended that the applicant conduct an in-depth review of all information contained in this RFA prior to preparing an application.

The technical application must set forth in detail the conceptual approach, methodology, and techniques for the accomplishment of the stated objectives. It must have a definitive work plan for achieving program objectives. The program must define outputs and benchmarks for monitoring progress and propose a timeline for achieving the outputs. An internal monitoring and evaluation plan must be included. Coordination with external USAID monitoring will be particularly important.

Whereas the Program Description has described the outputs and achievement indicators in general terms and for the full life of the program, the applicant must provide very specific outputs, in quantifiable and measurable terms, and must lay out a schedule of achievement indicators on a timeline that covers the program period. The application will be evaluated based upon the level of achievement proposed and the realism of the plan for reaching that level of achievement. Recipient performance will be evaluated against the standards proposed by the applicant and accepted by the Government, so well documented realism in the statement of these program objectives is essential.

The application must define the technical resources and expertise of your organization. The information presenting the capabilities of your organization shall spell out clearly the pertinent work experience and representative accomplishments in developing and implementing programs of the type required under the proposed program. Care shall be taken to establish the relevance of past experience to this program and the basis for reliance upon that experience as an indicator of success on this program.

The application must describe the role and technical expertise of each salaried staff member to be involved in the project, including the estimated amount of time each will devote to the project. The names and experience of important managerial and technical personnel to be assigned to this program shall also be included. Further, the technical application shall indicate the total staff, which will be required and show in your submission how you propose to organize to accomplish all aspects of program and agreement administration.

The applicant must demonstrate to the satisfaction of USAID that it has the management, staff, and financing necessary to provide the effort described within the application. This is particularly true for consortia, which entail more complicated financial management procedures. In such cases, the applicant shall clearly state its plan for managing the subagreements, including: a) conducting pre-award surveys; b) monitoring advances to subrecipients; c) conducting financial reviews and verification of reimbursements; and d) administering subrecipient audits.

The applicant shall indicate the extent intended, the method of identifying subcontractors and subrecipients, the extent to which competition will be utilized, and a complete cost breakdown for such subagreements, as well as all of the information required herein for the Applicant. The applicant shall state whether or not they have existing relationships with these other organizations and the nature of the relationship (e.g., subcontractor or subrecipient, partnership etc). The application must define the technical resources and expertise of proposed subcontract/subrecipient organizations. Extensive subcontract/agreement financial plans should follow the same format as submitted by the applicant.

To assess the applicant's capabilities, commitment and administrative management capacity to implement the type of activities described in this program description and to evaluate their specific plans for implementing an umbrella grant program, the applicant is requested to provide all relevant information. The application will be evaluated on the basis of its comprehensiveness, creativity, and cost effectiveness.

Implementation Approach and Strategy

The application must include a clear description of the general strategy and specific approach proposed to implement this program.

USAID's philosophy to development assistance is guided by four core values: customer focus, results orientation, empowerment and accountability, and teamwork. The determination of successful performance will be based upon the achievement of the desired results and not merely the generation of activities. The process is expected to be dynamic and will be evaluated on an ongoing basis. If something does not work, or if progress toward achieving targets is not satisfactory, the

Grantee/Recipient must identify the reason and take steps to fix it. Above all, the Grantee/Recipient must be prepared to answer the question: "Will what we are doing lead to the achievement of the desired results."

An illustrative listing of result indicators is provided in Section A, Program Purpose and Description. The applicant is encouraged to propose implementation designs to reach the desired results, and an aggressive but realistic Agreement Workplan/Schedule of Performance Milestones as steps towards reaching those results.

Implementation Team Personnel and Sub-grantees

The application must include the composition of the implementation team with a job description and length of service for each position.

As the applicant will collaborate with a regional organization and sub-grantees for the implementation of the program, the services to be provided by each organization shall be described.

Institutional Capability

The applicant must offer evidence of their ability to address issues related to the administration of this program, as fully described in Section A, Program Purpose and Description.

- (a) Evidence of a successful record of implementing similar programs, especially in Africa;
- (b) Institutional strength as represented by breadth and depth of experienced personnel in relevant disciplines/areas;
- (c) Training;
- (d) Procurement;
- (e) Home-Office Backstopping;

Activity Impact Monitoring and Assessment

The applicant is expected to address the question of impact monitoring and assessment in detail. The application must describe:

- (a) the approach, design and methodology for impact assessment;
- (b) Plan and strategy for collecting data to measure achievement of indicators, as well as the intermediate results and impact;
- (c) implementation of data collection, analyses, and reporting, including timeliness.

Additional Information Regarding Organizational Capacity

The Organizational Capacity Component of the Technical Plan shall include the information specified in the paragraphs below.

1. Personnel Proposed. Specify the composition and organization structure of the entire implementation team (including home office support) and describe each staff member's role, technical expertise and

estimated amount of time each will devote to the project. Indicate the names and provide resumes of all important managerial and technical personnel to be assigned to this program activity.

2. **Organizational Capability.** Applicants must offer evidence of their technical resources and expertise in addressing problems and issues related to the creation, establishment and functioning of the West African Power Pool. Care shall be taken to establish the relevance of past experience to this program and the basis for reliance upon that experience as an indicator of success on this program.

Information in this section should include (but is not limited to) the following:

- ◆ Brief description of organizational history/expertise;
 - ◆ Pertinent work experience and representative accomplishments in developing and implementing programs of the type required under the proposed RFA;
 - ◆ Evidence of a successful record of implementing projects overseas, and in West Africa, if applicable;
 - ◆ Relevant experience with proposed approaches;
 - ◆ Institutional strength as represented by breadth and depth of experienced personnel;
 - ◆ Sub-recipient capabilities and expertise;
 - ◆ Proposed field management structure and financial controls; and
 - ◆ Home-office backstopping.
3. Applicants that intend to utilize subrecipients and/or subcontractors shall indicate the extent intended, the method of identifying them and the tasks/functions they will be performing. Applicants shall state whether or not they have existing relationships with these other organizations and the nature of the relationship (e.g., subrecipient, subcontractor, partnership etc). The applicant must specify the technical resources and expertise of proposed subcontract/subrecipient organizations. Technical plan information for proposed subrecipients and/or subcontractors should follow the same format as that submitted by the applicant.

Preparation of Technical Application

The technical application shall be concise, no more than 50 pages - excluding attachments and give a clear, measurable and monitorable description of what the applicant organization proposes to achieve; where, why, and how.

The technical application shall follow a format substantially as follows:

- I. Cover Sheet
- II. Executive Summary
- III. Project Plan
 - A. Proposed approach/priorities/objectives
 - B. Inputs/activities/anticipated results
 - C. Implementation plan
 - D. Team Personnel and subgrantees
 - E. Management/coordination plan
 - F. Measures to ensure localization/sustainability
 - G. Monitoring and Evaluation plan
 - a. Plan for measuring and reporting on progress toward proposed benchmarks and achievement of results.
 - b. Plan for coordination/sharing of information with USAID, other donors, NGOs, etc.
 - H. Cost Share Contribution, as applicable.
- IV. Organizational Capability
 - A. Brief description of organizational history/expertise
 - B. Relevant experience in West Africa
 - C. Relevant experience with proposed approaches
 - D. Sub-recipient capabilities and expertise

- E. Proposed field management structure and financial controls
- F. Proposed staffing (include CVs of key personnel)
- G. Speed with which start-up can be undertaken

IV. FINANCIAL PLAN (BUDGET) AND BUSINESS MANAGEMENT INFORMATION

This section of the application shall be in a separate package from Program Description and include detailed budget narrative (not included in technical application page limitation).

The financial plan should be fully supported by cost data adequate to establish the reasonableness of proposed costs. It should clearly delineate (percentage and dollar amount) the financial and in-kind contribution of your organization, if any. The applicant is encouraged to propose a matching share. When a matching share is proposed and accepted, it becomes a condition of payment of the federal share.

You are requested to prepare a budget defined by major program activities. Training costs, equipment purchases, and indirect costs must be itemized separately. The total amount for each major program activity in addition to training, equipment and indirect costs must be supported by detailed line items, including personnel salaries and wages, fringe benefits and allowances, travel and transportation, subcontracts/ grants and other direct costs. Further clarification to the proposed budget should be provided by including budget notes and a supporting narrative. The following format is suggested to present your budget:

Indicate the name, annual salary, fringe benefits and expected level of effort of each person charged to the proposal. Resumes showing work experience for a period of at least three years shall be submitted for major personnel. If more than one organization is planned to implement the project, show how compensation packages will be "rationalized" (e.g., salary range for a given job description). The same individual information for consultants shall be provided as for regular personnel. Allowances should be broken down by specific type and by person. All salaries, benefits, and allowances must be based on written compensation policies of the employer organization. Other direct costs such as visas, passports and other general costs should be identified as specific items, if possible.

Travel, per diem and other transportation expenses should be detailed in your proposal to include number of international trips, from where to where, number of days per diem and rates. Per diem and other travel allowances must be based on written travel policies of the employer organization. We understand that specific travel plans may not always be possible to project, thus the travel proposed may be illustrative but is still an integral part of implementation planning.

Indicate the home office support which will be provided and also provide the following information:

- 1) Procedures for identification of subrecipients, including pre-award surveys and financial reviews.
- 2) Complete all information contained in Section D, Certifications Assurances and other Information (including past performance references).
- 3) If your organization's systems have been certified by the Office of Procurement, USAID/Washington, please submit a copy of your certificate of compliance.
- 4) SF 424, "Application for Federal Assistance," SF 424A, "Budget Information - Non-Construction Program, and SF 424B, "Assurances - Non-Construction Programs. A copy of the forms and instructions are included in Attachment 2. Mark "N/A" for sections on the forms that are not applicable.

Cost-Share Contribution

Preference will be given to organizations that propose a high level of cost-share. The ability of the Recipient to contribute approximately 25% of the total amount of USAID funding towards the activities in

the agreement is highly desirable. If financial participation rates of less (or more) are proposed, the recipient is requested to justify the proposed cost-share contribution as reasonable and appropriate in terms of the recipient's financial resources and fund-raising capacity

Disclosure of Information

The applicant is advised that, pursuant to the Freedom of Information Act, the public is entitled to request information from Agency files. As a general rule, information included in the successful application may be disclosed, except:

- a) Information submitted in response to a solicitation prior to award of an agreement;
- b) Information properly classified or administratively controlled by the Government; and/or
- c) Information specifically exempted from disclosure under the Freedom of Information Act.

Administration of Resultant Award: Awards to U.S. organizations will be administered in accordance with 22 CFR 226, OMB Circulars and USAID Standard Provisions for U.S. Non-governmental Recipients. Awards to non-U.S. organizations will be administered in accordance with the USAID Standard Provisions for Non-U.S. Non-governmental Recipients.

It is envisioned that the resultant award will be a Cooperative Agreement, which shall be administered in accordance with 22 CFR 226, OMB Circulars and USAID Standard Provisions for U.S. Non-governmental Recipients. The U.S. Government may disclose, use, or duplicate any information submitted in response to this RFA to the extent provided in the award and as required by the Freedom of Information Act.

The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No cost chargeable to the proposed agreement may be incurred before receipt of either a fully-executed award or a specific, written authorization from the Agreement Officer.

SECTION C

APPLICATION REVIEW AND EVALUATION PROCESS

The application will be screened by a selection committee determined by USAID/WARP. Following the review of the application, a letter will be sent detailing the outcome of the review. USAID reserves the right to determine the resulting level of funding for the agreement.

Applicants are encouraged to propose performance outputs and results beyond those indicated if they are appropriate measures of the implementation approach proposed by applicants. Priority will be given to applications that:

- Clearly demonstrate an understanding of the issues and regional context;
- Build upon past, and complement existing, USAID programs and activities;
- Propose practical approaches likely to achieve the results expected; and
- Contribute to the larger goals of the WARP West African Power Pool program.

EVALUATION CRITERIA

Points will be awarded using the following criteria according to the judgement of the technical review panel on the absolute and relative merits of each application:

- 1. Technical Application/Approach to achieve Objectives: (45%)**
 - a. Clarity, completeness, quality, and specificity of the technical application;
 - b. Appropriateness of planned activities and approach;
 - c. Likelihood of reaching expected results;
 - d. Work plan and performance monitoring plan.
- 2. Key personnel: (30%)**
 - a. Program Coordinator with skills and experience in: (a) institutional development programs; (b) regional economic integration; (c) energy sector or electric power sector reform programs; (d) power pools or electricity networks; (e) least cost optimization models; and (f) grants management. Must have demonstrated program management experience. Must have both French and English language skills.
- 3. Organizational Experience and Effectiveness: (15%)**
 - a. Prior organizational experience in English and French West Africa;
 - b. Established relationships with appropriate regional and national organizations;
 - c. Demonstrated experience in institutional development of regional institutions;
 - d. Appropriateness of partners and sub-grantees, and their ability to contribute to program outcomes.
- 4. Budget: (10%)**
 - a. Total program cost.
 - b. Reasonableness and appropriateness of budget allocations;
 - c. Cost Share Contribution

SECTION D

CERTIFICATIONS, ASSURANCES, AND OTHER INFORMATION

When these Certifications, Assurances and Other Information statements are used for cooperative agreements, the following terms apply: "Grantee" means "Recipient," "Grant" means "Cooperative Agreement," and "USAID Grant Officer" means "USAID Agreement Officer."

ASSURANCE OF COMPLIANCE WITH LAWS AND REGULATIONS GOVERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

The Applicant/Grantee hereby assures that no person in the United States shall, on the bases set forth below, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any problem of activity receiving financial assistance from AID, and that with respect to the grant for which application is being made, it will comply with the requirements of:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000-d) which prohibits discrimination on the basis of race, color or national origin, in programs and activities receiving Federal financial assistance,
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance,
- (3) The Age Discrimination Act of 1975, as amended (Pub. L. 95-478), which prohibits discrimination based on age in the delivery of services and benefits supported with Federal funds,
- (4) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et. seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance (whether or not the programs or activities are offered or sponsored by an educational institution); and
- (5) AID regulations implementing the above nondiscrimination laws, set forth in Chapter II of Title 22 of the Code of Federal Regulations.

If the Applicant is an institution of higher education, the Assurances given herein extend to admission practices and to all other practices relating to the treatment of students or clients of the institution, or relating to the opportunity to participate in the provision of services or other benefits to such individuals, and shall be applicable to the entire institution unless the Applicant establishes to the satisfaction of the AID Administrator that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which financial assistance is sought, or the beneficiaries of or participants in such program.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and

agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

(Applicant/Grantee Name)

(Date)

(Signature of Authorized Agent)

(Typed Name and Title)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS --
PRIMARY COVERED TRANSACTIONS**

(AID Regulation 8 - 22 CFR 208, Appendix A)

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Applicant/Grantee Name)

(Date)

(Signature of Authorized Agent)

(Typed Name and Title)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS
(AID Regulation 8 - 22 CFR 208, Appendix B)

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(SubApplicant/SubGrantee Name)

(Date)

(Signature of Authorized Agent)

(Typed Name and Title)

**CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS**

(AID Regulation 8 - 22 CFR 208, Appendix C)

Instructions for Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Alternate I

1. The grantee certifies that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
 - (b) Establishing a drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Alternate II

The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

(Applicant/Grantee Name)

(Date)

(Signature of Authorized Agent)

(Typed Name and Title)

AUTHORIZED INDIVIDUALS

The applicant/grantee represents that the following persons are authorized to negotiate on its behalf with the Government and to bind the applicant/grantee in connection with this application or grant: (list names, titles, and telephone numbers of the authorized individuals).

NAME

TITLE

TELEPHONE NO.

TAXPAYER IDENTIFICATION (TIN) NUMBER

If the applicant/grantee is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the applicant's/grantee's TIN.

TIN No.: _____

DUN & BRADSTREET (DUNS) NUMBER

Insert the DUNS number applicable to the applicant's/ grantee's name and address. If the applicant/grantee does not have a DUNS Number, it may obtain one from any Dun and Bradstreet branch office. No applicant/grantee should delay the submission of its application/proposal pending receipt of its DUNS Number.

DUNS No.: _____

LETTER OF CREDIT (LOC) NUMBER

If the applicant/grantee has an existing Letter of Credit (LOC) with USAID, please indicate the LOC number.

LOC No.: _____

PAST PERFORMANCE REFERENCES

On a continuation page, please provide a list of all U.S. Governmental and/or privately funded contracts, grants, cooperative agreements, etc. obtained/received by your organization in the last three fiscal years involving programs similar to the program proposed in your application/grant. Include the following for each award listed:

1. Name of awarding organization or agency
2. Address of awarding organization or agency
3. Place of performance of services or program
4. Award number
5. Amount of award
6. Term of award (begin and end dates of services/program)
7. Current telephone number of a responsible technical representative of that organization or agency
8. Brief description of the program

TYPE OF ORGANIZATION

The applicant/grantee, by checking the applicable box, represents that -

(a) If the applicant/grantee is a U.S. entity, it operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a state or local governmental organization, ☐ a private college or university, ☐ a public college or university, ☐ an international organization, or ☐ a joint venture; or

(b) If the applicant/grantee is a U.S. entity, it ☐ is, ☐ is not a Gray Amendment entity, as defined below.

(c) If the applicant/grantee is a Gray Amendment Entity, it is ☐ a business concerns (as defined in 48 CFR 19.001) owned and controlled by socially and economically disadvantaged individuals (as defined in 48 CFR 726.101), ☐ an institution designated by the Secretary of Education, pursuant to 34 CFR 608.2, as a historically black college or university (HBCU), ☐ a college or university having a student body in which more than 40% of the students are Hispanic American, or ☐ a private voluntary organization which is controlled by individuals who are socially and economically disadvantaged (as defined in 48 CFR 726.101).

(d) If the applicant/grantee is a non-U.S. entity, it operates as ☐ a corporation organized under the laws of _____ (country), ☐ an individual, ☐ a partnership, ☐ a nongovernmental nonprofit organization, ☐ a nongovernmental educational institution, ☐ a governmental organization, ☐ an international organization, or ☐ a joint venture.

CERTIFICATION REGARDING LOBBYING
(22 CFR 227, Appendix A)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Applicant/Grantee Name)

(Date)

(Signature of Authorized Agent)

(Typed Name and Title)

AGREEMENT ON AGREEMENT TERMS AND CONDITIONS

The applicant/grantee certifies that it has reviewed and is familiar with the proposed grant format and the standard provisions applicable thereto, and that it agrees to comply with all such terms and conditions, except as noted below (use a continuation page as necessary):

Solicitation No./Name: _____

Name of Applicant/Grantee: _____

Title of Application: _____

Date of Application: _____

Typed Name/Title (Authorized Agent): _____

Signature: _____

Date: _____

SECTION E
STANDARD FORM 424, 424a and 424b

INSTRUCTIONS FOR THE SF 424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: | Item: | Entry: |
|-------|--|-------|--|
| 1. | Self-explanatory. | 9. | Name of Federal agency from which assistance is being requested with this application. |
| 2. | Date application submitted to Federal agency (or State if applicable) & applicant's control number (if applicable). | 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. |
| 3. | State use only (if applicable). | 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. |
| 4. | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. | 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 5. | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and the name and telephone number of the person to contact on matters related to this application. | 13. | Self-explanatory. |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 7. | Enter the appropriate letter in the space provided. | 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 8. | Check appropriate box and enter appropriate letter(s) in the space(s) provided:

- "New" means a new assistance award.

- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.

- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. | | |

SF 424 Back (Rev. 4-92)

INSTRUCTIONS FOR THE SF 424 (continued)

16. Applications should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernment review process.
17. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances loans and taxes.
18. To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

INSTRUCTIONS FOR THE SF 424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately show for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Section A, B, C and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in *Column (a)* and the respective catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring

the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Column (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

SF 424A (Rev. 4-92) Page 3

Standard Form 424A (cont'd.)

INSTRUCTIONS FOR THE SF 424A (continued)

Section B. Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor

Standard Form 424B

ASSURANCES - NONCONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-225), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism (g) Sec 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted program. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provision of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Standard Form 424B (continued)

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et. seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-20)

STANDARD FORM 424, 424a and 424b

These standard Forms may be downloaded from the USAID Internet website at the following location:

http://www.info.usaid.gov/procurement_bus_opp/procurement/forms/SF-424/

SECTION F:

SAMPLE GRANT FORMAT INCLUDING MANDATORY AND REQUIRED, AS APPLICABLE PROVISIONS

Mandatory Reference: N/A
Supplementary Reference: 303
File: 303518s

SAMPLE AWARD FORMAT AND SCHEDULE

Mr. John Doe
President
XYZ, Organization
Anywhere, U.S.A.

Subject: Award Number _____

Dear Mr. Doe:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby awards to the XYZ Organization (herein after referred to as "XYZ" or "Recipient"), the sum of \$_____ to provide support for a program in _____ as described in the Schedule of this agreement and the Attachment 2, entitled "Program Description."

This agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives during the period beginning with the effective date and ending _____. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This agreement is made to the XYZ, on condition that the funds will be administered in accordance with the terms and conditions as set forth in 22 CFR 226, entitled "Administration of Assistance Awards to U.S. Non-Governmental Organizations"; Attachment 1, entitled "Schedule"; Attachment 2, entitled "Program Description"; and Attachment 3 entitled "Standard Provisions."

[NOTE - Do not include reference to 22 CFR 226 if Agreement is with a Non-US Organization]

Please sign the original and each copy of this letter to acknowledge your receipt of the grant, and return the original and all but one copy to the Agreement Officer.

Sincerely yours,

Agreement Officer

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED:

XYZ Organization

By: _____

Title: _____

Date: _____

FISCAL DATA

A. GENERAL

1. Total Estimated USAID Amount: \$ _____
2. Total Obligated USAID Amount: \$ _____
3. Cost-Sharing Amount (Non-Federal): \$ _____
4. Project Number: _____
5. USAID Project Office: _____
6. Tax I.D. Number: _____
7. DUNS Number: _____
8. LOC Number: _____

B. SPECIFIC

(as appropriate)

1. MAARD Number: _____
2. Appropriation: _____
3. Allocation: _____

SAMPLE FORMAT SCHEDULE

A. Purpose of Agreement

The purpose of this Agreement is to provide support for the program described in Attachment 2 to this Agreement entitled "Program Description."

B. Period of Agreement

1. The effective date of this Agreement is _____. The estimated completion date of this Agreement is _____.

[Note - For incrementally funded agreements or where pre-award expenses are authorized add the following sentence:]

2. Funds obligated hereunder are available for program expenditures for the estimated period _____ to _____ as shown in the Agreement budget below.

C. Amount of Award and Payment

[Note - For fully funded agreements use the following:]

1. USAID hereby obligates the amount of \$ _____ for purposes of this Agreement.

2. Payment shall be made to the Recipient by _____ (Note - state method) in accordance with procedures set forth in _____. [Note - for U.S. Organizations cite 22 CFR 226; for Non-US Organizations reference attached Standard Provisions. Agreement Officer must select a method of payment in accordance with the applicability requirements set forth in 22 CFR 226; i.e., letter of credit, advance payment, or reimbursement.]

- or -

[For incrementally funded awards use the following in lieu of the above:]

1. The total estimated amount of this Award for the period shown in B.1 above is \$ _____.

2. USAID hereby obligates the amount of \$ _____ for program expenditures during the period set forth in B.2. above and as shown in the Budget below. The recipient will be given written notice by the Agreement Officer if additional funds will be added. USAID is not obligated to reimburse the recipient for the expenditure of amounts in excess of the total obligated amount.

3. Payment shall be made to the Recipient by _____ (Note - state method) in accordance with procedures set forth in _____. [Note - for U.S. Organizations cite 22 CFR 226; for Non-US Organizations reference attached Standard Provisions. Agreement Officer must select a method of payment in accordance with the applicability requirements set forth in 22 CFR 226; i.e., letter of credit, advance payment, or reimbursement.]

4. Additional funds up to the total amount of the grant shown in C.1 above may be obligated by USAID subject to the availability of funds, satisfactory progress of the project, and continued relevance to USAID programs.

D. Budget

[Note - the items included in the Budget, including local cost financing items, should relate to the results, activities or functions described in Attachment 2 - Program Description, not to specific cost items (such as salaries or travel) except for those listed at items 4-6 below. However, at the discretion of the Agreement Officer, an alternative budget may be appropriate.]

The following is the Agreement Budget, including local cost financing items, if authorized. Revisions to this budget shall be made in accordance with _____. [Note - For U.S. Organizations cite 22 CFR 226.25; for Non-US refer to Standard Provision entitled "Revision of Grant Budget."]

Cost Element	Total*			Currency
	From** __to** __	From** __to** __	From** __to** __	
	\$U.S. Local	\$U.S. Local	\$U.S. Local	
	Currency	Currency		
1.				
2.				
3.				
4. Training				
5. Procurement				
6. Indirect Costs				
overhead				
7. Total \$				

* Use all three columns for incrementally funded grants, otherwise use only this column.

** Insert effective and expiration dates of grant or obligation/funding dates.

E. Reporting and Evaluation

1. Financial Reporting

The Recipient shall submit ____ (an original and two copies of _____) [Note - Agreement Officer to determine type of report, frequency of reporting periods and address]. Financial Reports shall be in keeping with _____. [Note - for US Organizations add: 22 CFR 226.52; for Non-US refer to appropriate Standard Provision]. For U.S. Organizations under Letter of Credit the following language shall be used:

"In accordance with 22 CFR 226.52 the SF 269 and 272 will be required on a quarterly basis. The recipient shall submit these forms in the following manner:

- 1) the SF 272 and 272a (if necessary) will be submitted via electronic format to the U.S. Department of Health and Human Services (<http://www.dpm.psc.gov>). A copy of this form shall also be simultaneously submitted to the Agreement Officer [NOTE: if Agreement Officer desires a copy] and the Cognizant Technical Officer.
- 2) The SF 269 or 269a (as appropriate) shall be submitted to the Cognizant Technical officer with one copy to the Agreement Officer [NOTE: if Agreement Officer desires]

2. Program Reporting

The Recipient shall submit ____ [Note - specify number of copies, not to exceed the original and two copies] of a performance report to ____ [Note - specify name and title of Cognizant Technical Officer and the Agreement Officer, if desired, along with address]. The performance reports are required to be submitted ____ [Note - state frequency, not to exceed quarterly] and shall contain the following information _____. [Note - state reporting requirements, as related to the Program Description].

Final Report

The Recipient shall submit the original and one copy to ____ [Note - specify name and title of Cognizant Technical Officer and the Agreement Officer, if desired, along with address] and one copy to USAID Development Experience Clearinghouse, ATTN: Document Acquisitions, 1611 N. Kent Street, Suite 200, Arlington, VA 22209-2111 (or e-mail: docsuubmit@dec.cdie.org). (NOTE – Agreement Officer to verify

ADS 540 for detailed information on which categories of development experience documents should or should not be submitted to CDIE and appropriate format for electronic transmission.]

The final performance report shall contain the following information _____ [Note - state reporting requirements, as related to the Program Description].

F. Special Provisions

[Note - Use this paragraph to delete inapplicable Standard Provisions or to add provisions of special applicability as authorized. Included should be waivers, including authorized local cost financing, and any alterations to the Standard Provisions or 22 CFR 226 which have been approved as deviations for the specific award.]

G. Indirect Cost Rate

[Note - Establish the applicable indirect cost rate(s), base(s) on which they apply, and the Grantee's accounting period(s) they cover, as provided in the appropriate Standard Provision. If an Indirect Cost Rate Agreement has been executed by USAID or a cognizant Federal agency, such rate(s) are required to be incorporated herein if such costs are covered by the grant. The most current overhead information should be obtained from the Overhead and Special Costs and Contract Close-Out Branch (M/OP/PS/OCC).]

H. Title to Property

[Note - Specify to whom title will vest for property, by category if appropriate.]

[Note - For awards having a procurement element greater than \$250,000, add the following:]

I. Authorized Geographic Code

The authorized geographic code for procurement of goods and services under this grant is _____.

[Note - For awards with a cost-share element add the following:]

J. Cost Sharing

The Recipient agrees to expend an amount not less than _____ [Note - put in percentage] of the total activity costs.

[For awards with US or Non-US Organizations which may generate Program Income add the following:]

K. Program Income

The Recipient shall account for Program Income in accordance with 22 CFR 226.24 (or the Standard Provision entitled Program Income for non-U.S. organizations).

Program Income earned under this award shall be applied and used as follows: [Note - Agreement Officers in consultation with the Technical Officer must decide how Program Income will be applied: 1) added to the Project; 2) used to finance the non-Federal share; or 3) deducted from the total Federal share. All three may be picked as long as a descending order (ie. "excess amounts may be applied to another alternative") is established in accordance with 22 CFR 226.24. Agreement Officers are encouraged to be as specific as possible in detailing the appropriate types of activities Program Income may be applied for when using the additive option as described at 226.24(b)(1).

Mandatory Reference: 303
Supplementary Reference: N/A
File Name: ADS13/30353m1

MANDATORY STANDARD PROVISIONS FOR U.S., NONGOVERNMENTAL RECIPIENTS

- | | |
|--------------------------------|--|
| 1. Applicability of 22 CFR 226 | 6. Amendment |
| 2. Ineligible Countries | 7. Notices |
| 3. Nondiscrimination | 8. Subagreements |
| 4. Investment Promotion | 9. OMB Approval Under the Paperwork Reduction Act |
| 5. Nonliability | 10. USAID Eligibility Rules for Goods and Services |

1. APPLICABILITY OF 22 CFR PART 226 (April 1998)

(a) All provisions of 22 CFR Part 226 and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients which meet the definition of "Recipient" in Part 226, unless a section specifically excludes a subrecipient from coverage. The recipient shall assure that subrecipients have copies of all the attached standard provisions.

(b) For any subawards made with entities which fall outside of the definition of "Recipient" (such as Non-US organizations) the Recipient shall include the applicable "Standard Provisions for Non-US Nongovernmental Grantees" except for the "Accounting, Audit and Records" Standard Provision. Recipients are required to ensure compliance with subrecipient monitoring procedures in accordance with OMB Circular A-133 and shall insert an appropriate provision on accounting, audit and records.

2. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the USAID Agreement Officer, funds will only be expended for assistance to countries eligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

3. NONDISCRIMINATION (MAY 1986)

(This provision is applicable when work under the grant is performed in the U.S. or when employees are recruited in the U.S.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, handicap, or sex.

4. INVESTMENT PROMOTION (January 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID.

No funds or other support provided hereunder may be used in a project or activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

This provision must be included in all subagreements.

5. NONLIABILITY (NOVEMBER 1985)

USAID does not assume liability for any third party claims for damages arising out of this award.

6. AMENDMENT (NOVEMBER 1985)

The award may be amended by formal modifications to the basic award document or by means of an exchange of letters between the Agreement Officer and an appropriate official of the recipient.

7. NOTICES (NOVEMBER 1985)

Any notice given by USAID or the recipient shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the USAID Agreement Officer, at the address specified in the award. To recipient, at recipient's address shown in the award or to such other address designated within the award

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

8. SUBAGREEMENTS (June 1999)

Subrecipients, subawardees, and contractors have no relationship with USAID under the terms of this agreement. All required USAID approvals must be directed through the recipient to USAID.

9. OMB APPROVAL UNDER THE PAPERWORK REDUCTION ACT (April 1998)

Information collection requirements imposed by this grant are covered by OMB approval number 0412-0510; the current expiration date is 11/30/2000. Identification of the Standard Provision containing the requirement and an estimate of the public reporting burden (including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information) are set forth below.

<u>Standard Provision</u>	<u>Burden Estimate</u>
Air Travel and Transportation	1 (hour)
Ocean Shipment of Goods	.5
Patent Rights	.5
Publications	.5
Negotiated Indirect Cost Rates - (Predetermined and Provisional)	1
Voluntary Population Planning	.5
Protection of the Individual as a Research Subject	1
<u>22 CFR 226</u>	<u>Burden Estimate</u>
22 CFR 226.40-.49 Procurement of Goods and Services	1
22 CFR 226.30 - .36 Property Standards	1.5

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Procurement, Policy Division (M/OP/P) U.S. Agency for International Development, Washington, DC 20523-7801 and to the Office of Management and Budget, Paperwork Reduction Project (0412-0510), Washington, DC 20503.

10. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (April 1998)

(This provision is not applicable to goods or services which the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

(a) Ineligible and Restricted Goods and Services: USAID's policy on ineligible and restricted goods and services is contained in ADS Chapter 312.

(1) Ineligible Goods and Services. Under no circumstances shall the recipient procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this award shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the "Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs." USAID will provide the recipient with a copy of these lists upon request.

(3) Restricted Goods. The recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

Prior approval will be deemed to have been met when:

- (i) the item is of US source/origin;
- (ii) the item has been identified and incorporated in the program description or schedule of the award (initial or revisions), or amendments to the award; and
- (iii) the costs related to the item are incorporated in the approved budget of the award.

Where the item has not been incorporated into the award as described above, a separate written authorization from the Agreement Officer must be provided before the item is procured.

(b) Source and Nationality: The eligibility rules for goods and services based on source and nationality are divided into two categories. One applies when the total procurement element during the life of the award is over \$250,000, and the other applies when the total procurement element during the life of the award is not over \$250,000, or the award is funded under the Development Fund for Africa (DFA) regardless of the amount. The total procurement element includes procurement of all goods (e.g.,

equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the Agreement Officer. USAID policies and definitions on source, origin and nationality are contained in 22 CFR Part 228, Rules on Source, Origin and Nationality for Commodities and Services Financed by the Agency for International Development, which is incorporated into this Award in its entirety.

(1) For DFA funded awards or when the total procurement element during the life of this award is valued at \$250,000 or less, the following rules apply:

(i) The authorized source for procurement of all goods and services to be reimbursed under the award is USAID Geographic Code 935, "Special Free World," and such goods and services must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 in accordance with the following order of preference:

- (A) The United States (USAID Geographic Code 000),
- (B) The Cooperating Country,
- (C) USAID Geographic Code 941, and
- (D) USAID Geographic Code 935.

(ii) Application of order of preference: When the recipient procures goods and services from other than U.S. sources, under the order of preference in paragraph (b)(1)(i) above, the recipient shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

(A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,

(B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

(C) Compelling local political considerations precluded consideration of U.S. sources,

(D) The goods or services were not available from U.S. sources, or

(E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the award.

(2) When the total procurement element exceeds \$250,000 (unless funded by DFA), the following applies: Except as may be specifically approved or directed in advance by the Agreement Officer, all goods and services financed with U.S. dollars, which will be reimbursed under this award must meet the source, origin and nationality requirements set forth in 22 CFR Part 228 for the authorized geographic code specified in the schedule of this award. If none is specified, the authorized source is Code 000, the United States.

(c) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by USAID in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (USAID Geographic Code 000),
- (2) The Cooperating Country,

- (3) "Selected Free World" countries (USAID Geographic Code 941), and
- (4) "Special Free World" countries (USAID Geographic Code 899).

(d) If USAID determines that the recipient has procured any of these goods or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the Agreement Officer may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements which include procurement of goods or services which total over \$5,000.

(END OF STANDARD PROVISION)

**MANDATORY STANDARD PROVISIONS
FOR U.S., NONGOVERNMENTAL RECIPIENTS
WHEN ACTIVITIES ARE UNDERTAKEN OUTSIDE THE U.S.**

- | | |
|-------------------------------------|------------------------------|
| 11. Regulations Governing Employees | 14. International Air Travel |
| 12. Conversion of US dollars to | and Transportation |
| Local Currency | 15. Ocean Shipment of Goods |
| 13. Use of Pouch Facilities | 16. Local Procurement |

11. REGULATIONS GOVERNING EMPLOYEES (AUGUST 1992)

(The following applies to the recipient's employees working in the cooperating country under the agreement who are not citizens of the cooperating country.)

- (a) The recipient's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.
- (b) The sale of personal property or automobiles by recipient employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire USAID personnel employed by the Mission, including the rules contained in 22 CFR Part 136, except as this may conflict with host government regulations.
- (c) Other than work to be performed under this award for which an employee is assigned by the recipient, no employee of the recipient shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.
- (d) The recipient's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.
- (e) In the event the conduct of any recipient employee is not in accordance with the preceding paragraphs, the recipient's chief of party shall consult with the USAID Mission Director and the employee involved and shall recommend to the recipient a course of action with regard to such employee.
- (f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant award of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.
- (g) If it is determined, either under (e) or (f) above, that the services of such employee should be terminated, the recipient shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

12. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY (NOVEMBER 1985)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the recipient's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the recipient and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

13. USE OF POUCH FACILITIES (AUGUST 1992)

- (a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID recipients and their employees as a general policy, as

detailed in items (1) through (6) below. However, the final decision regarding use of pouch facilities rest with the Embassy or USAID Mission. In consideration of the use of pouch facilities, the recipient and its employees agree to indemnify and hold harmless, the Department of State and USAID for loss or damage occurring in pouch transmission:

(1) Recipients and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of .9 kgs per shipment of correspondence and documents needed in the administration of assistance programs.

(2) U.S. citizen employees are authorized use of the pouch for personal mail up to a maximum of .45 kgs per shipment (but see (a)(3) below).

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this standard provision and are not authorized to be sent or received by pouch.

(4) Official and personal mail pursuant to a.1. and 2. above sent by pouch should be addressed as follows:

Name of individual or organization (followed by
letter symbol "G")
City Name of post (USAID/_____)
Agency for International Development
Washington, D.C. 20523-0001

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Recipient personnel are not authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide.

(b) The recipient shall be responsible for advising its employees of this authorization, these guidelines, and limitations on use of pouch facilities.

(c) Specific additional guidance on grantee use of pouch facilities in accordance with this standard provision is available from the Post Communication Center at the Embassy or USAID Mission.

14. INTERNATIONAL AIR TRAVEL AND TRANSPORTATION (JUNE 1999)

(This provision is applicable when costs for international travel or transportation will be paid for with USAID funds. This provision is not applicable if the recipient is providing for travel with private funds as part of a cost-sharing requirement, or with Program Income generated under the award.)

(a) PRIOR BUDGET APPROVAL

In accordance with OMB Cost Principles, direct charges for foreign travel costs are allowable only when each foreign trip has received prior budget approval. Such approval will be deemed to have been met when:

(1) the trip is identified. Identification is accomplished by providing the following information: the number of trips, the number of individuals per trip, and the destination country(s).

(2) the information noted at (a)(1) above is incorporated in: the proposal, the program description or schedule of the award, the implementation plan (initial or revisions), or amendments to the award; and

(3) the costs related to the travel are incorporated in the approved budget of the award.

The Agreement Officer may approve travel which has not been incorporated in writing as required by paragraph (a)(2). In such case, a copy of the Agreement Officer's approval must be included in the agreement file.

(b) NOTIFICATION

(1) As long as prior budget approval has been met in accordance with paragraph (a) above, a separate Notification will not be necessary unless:

- (i) the primary purpose of the trip is to work with USAID Mission personnel, or
- (ii) the recipient expects significant administrative or substantive programmatic support from the Mission.

Neither the USAID Mission nor the Embassy will require Country Clearance of employees or contractors of USAID Recipients.

(2) Where notification is required in accordance with paragraph (1)(i) or (ii) above, the recipient will observe the following standards:

(i) Send a written notice to the cognizant USAID Technical Office in the Mission. If the recipient's primary point of contact is a Technical Officer in USAID/W, the recipient may send the notice to that person. It will be the responsibility of the USAID/W Technical Officer to forward the notice to the field.

(ii) The notice should be sent as far in advance as possible, but at least 14 calendar days in advance of the proposed travel. This notice may be sent by fax or e-mail. The recipient should retain proof that notification was made.

(iii) The notification shall contain the following information: the award number, the cognizant Technical Officer, the traveler's name (if known), date of arrival, and the purpose of the trip.

(iv) The USAID Mission will respond only if travel has been denied. It will be the responsibility of the Technical Officer in the Mission to contact the recipient within 5 working days of having received the notice if the travel is denied. If the recipient has not received a response within the time frame, the recipient will be considered to have met these standards for notification, and may travel.

(v) If a subrecipient is required to issue a Notification, as per this section, the subrecipient may contact the USAID Technical Officer directly, or the prime may contact USAID on the subrecipient's behalf.

(c) SECURITY ISSUES

Recipients are encouraged to obtain the latest Department of State Travel Advisory Notices before travelling. These Notices are available to the general public and may be obtained directly from the State Department, or via Internet.

Where security is a concern in a specific region, recipients may choose to notify the US Embassy of their presence when they have entered the country. This may be especially important for long-term posting.

(d) USE OF U.S.-OWNED LOCAL CURRENCY

Travel to certain countries shall, at USAID's option, be funded from U.S.-owned local currency. When USAID intends to exercise this option, USAID will either issue a U.S. Government S.F. 1169,

Transportation Request (GTR) which the grantee may exchange for tickets, or issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(e) THE FLY AMERICA ACT

The Fly America Act (49 U.S.C. 40118) requires that all air travel and shipments under this award must be made on U.S. flag air carriers to the extent service by such carriers is available. The Administrator of General Services Administration (GSA) is authorized to issue regulations for purposes of implementation. Those regulations may be found at 41 CFR part 301, and are hereby incorporated by reference into this award.

(f) COST PRINCIPLES

The recipient will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in international travel status in accordance with the recipient's applicable cost principles and established policies and practices which are uniformly applied to federally financed and other activities of the grantee.

If the recipient does not have written established policies regarding travel costs, the standard for determining the reasonableness of reimbursement for overseas allowance will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the Agreement Officer.

15. OCEAN SHIPMENT OF GOODS (JUNE 1999)

(This provision is applicable for awards and subawards for \$100,000 or more and when goods purchased with funds provided under this award are transported to cooperating countries on ocean vessels whether or not award funds are used for the transportation.)

- (a) At least 50% of the gross tonnage of all goods purchased under this agreement and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.
- (b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this agreement and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.
- (c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the USAID Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.
- (d) The recipient shall send a copy of each ocean bill of lading, stating all of the carrier's charges including the basis for calculation such as weight or cubic measurement, covering a shipment under this agreement to:

U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, DC 20590, and

U.S. Agency for International Development,
Office of Procurement, Transportation Division
1300 Pennsylvania Avenue, N.W.

Washington, DC 20523-7900

(e) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by USAID Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part 202).

(f) Shipments financed under this grant must meet applicable eligibility requirements set out in 22 CFR 228.21.

16. LOCAL PROCUREMENT (April 1998)

(a) Financing local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

(b) Locally financed procurements must be covered by source and nationality waivers as set forth in 22 CFR 228, Subpart F, except as provided for in mandatory standard provision, "USAID Eligibility Rules for Goods and Services," or when one of the following exceptions applies:

(1) Locally available commodities of U.S. origin, which are otherwise eligible for financing, if the value of the transaction is estimated not to exceed \$100,000 exclusive of transportation costs.

(2) Commodities of geographic code 935 origin if the value of the transaction does not exceed the local currency equivalent of \$5,000.

(3) Professional Services Contracts estimated not to exceed \$250,000.

(4) Construction Services Contracts estimated not to exceed \$5,000,000.

(5) Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:

(i) Utilities including fuel for heating and cooking, waste disposal and trash collection;

(ii) Communications - telephone, telex, fax, postal and courier services;

(iii) Rental costs for housing and office space;

(iv) Petroleum, oils and lubricants for operating vehicles and equipment;

(v) Newspapers, periodicals and books published in the cooperating country;

(vi) Other commodities and services and related expenses that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country, e.g., vehicle maintenance, hotel accommodations, etc.

(c) The coverage on ineligible and restricted goods and services in the mandatory standard provision entitled, "USAID Eligibility Rules for Goods and Services," also apply to local procurement.

(d) This provision will be included in all subagreements where local procurement of goods or services is a supported element.

(END OF STANDARD PROVISION)

**REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL RECIPIENTS**

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS 303.5.3. Check off the standard provisions which are included in the award.

- | | | |
|-----|---|-------|
| 1. | Negotiated Indirect Cost Rates -
Predetermined | _____ |
| 2. | Negotiated Indirect Cost Rates -
Provisional (Nonprofits) | _____ |
| 3. | Negotiated Indirect Cost Rates -
Provisional (For-profits) | _____ |
| 4. | Publications and Media Releases | _____ |
| 5. | Participant Training | _____ |
| 6. | Voluntary Population Planning | _____ |
| 7. | Protection of the Individual as a
Research Subject | _____ |
| 8. | Care of Laboratory Animals | _____ |
| 9. | Title to and Care of Property
(Cooperating Country Title) | _____ |
| 10. | Public Notice | _____ |
| 11. | Communications Products | _____ |
| 12. | Cost Share | _____ |
| 13. | Prohibition of Assistance to
Drug Traffickers | _____ |

(INCLUDE THIS PAGE IN THE AWARD)

1. NEGOTIATED INDIRECT COST RATES - PREDETERMINED (April 1998)

(This provision is applicable to educational or nonprofit institutions whose indirect cost rates under this award are on a predetermined basis.)

- (a) The allowable indirect costs shall be determined by applying the predetermined indirect cost rates to the bases specified in the schedule of this award.
- (b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed predetermined indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, the proposed predetermined indirect cost rates, and supporting cost data to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of predetermined indirect cost rates shall begin soon after receipt of the recipient's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.
- (d) The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon predetermined rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the specific items treated as direct costs. The indirect cost rate agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.
- (e) Pending establishment of predetermined indirect costs rates for any fiscal year, the recipient shall be reimbursed either at the rates fixed for the previous fiscal year or at billing rates acceptable to the USAID Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year or other period are established.

2. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (Nonprofit) (April 1998)

(This provision is applicable to any nonprofit organizations whose indirect cost rates under this award are on a provisional basis.)

- (a) Provisional indirect cost rates shall be established for each of the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of the award.
- (b) Within the earlier of 30 days after receipt of the A-133 audit report or nine months after the end of the audit period, the recipient shall submit to the cognizant agency for audit the required OMB Circular A-133 audit report, proposed final indirect cost rates, and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit four copies of the audit report, along with the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.

(d) The results of each negotiation shall be set forth in a written indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

(e) Pending establishment of final indirect cost rate(s) for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

(f) Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

(END OF STANDARD PROVISION)

3. NEGOTIATED INDIRECT COST RATE - PROVISIONAL (Profit) (April 1998)

(This provision applies to for-profit organizations whose indirect cost rates under this award are on a provisional basis.)

(a) Provisional indirect cost rates shall be established for the recipient's accounting periods during the term of this award. Pending establishment of revised provisional or final rates, allowable indirect costs shall be reimbursed at the rates, on the bases, and for the periods shown in the schedule of this award. Indirect cost rates and the appropriate bases shall be established in accordance with FAR Subpart 42.7.

(b) Within six months after the close of the recipient's fiscal year, the recipient shall submit to the cognizant agency for audit the proposed final indirect cost rates and supporting cost data. If USAID is the cognizant agency or no cognizant agency has been designated, the recipient shall submit three copies of the proposed final indirect cost rates and supporting cost data, to the Overhead, Special Costs, and Closeout Branch, Office of Procurement, USAID, Washington, DC 20523-7802. The proposed rates shall be based on the recipient's actual cost experience during that fiscal year. Negotiations of final indirect cost rates shall begin soon after receipt of the recipient's proposal.

(c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles.

(d) The results of each negotiation shall be set forth in an indirect cost rate agreement signed by both parties. Such agreement is automatically incorporated into this award and shall specify (1) the agreed upon final rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The agreement shall not change any monetary ceiling, award obligation, or specific cost allowance or disallowance provided for in this award.

(e) Pending establishment of final indirect cost rates for any fiscal year, the recipient shall be reimbursed either at negotiated provisional rates or at billing rates acceptable to the Agreement Officer, subject to appropriate adjustment when the final rates for the fiscal year are established. To prevent substantial overpayment or underpayment, the provisional or billing rates may be prospectively or retroactively revised by mutual agreement.

(f) Failure by the parties to agree on final rates is a 22 CFR 226.90 dispute.

(END OF STANDARD PROVISION)

4. PUBLICATIONS AND MEDIA RELEASES (JUNE 1999)

(This provision is applicable when publications are financed under the award.)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this award, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Award No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the recipient is instructed otherwise by the Cognizant Technical Officer, publications, videos or other information/media products funded under this award and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

c) The recipient shall provide the USAID Cognizant Technical Officer one copy of all published works developed under the award with lists of other written work produced under the award. In addition, the recipient shall submit one electronic or one hard copy of final documents (electronic copies are preferred) to PPC/CDIE/DIO at the following address:

USAID Development Experience Clearinghouse (DEC)
ATTN: Document Acquisitions
1611 Kent Street, Suite 200
Arlington, VA 22209-2111
Internet e-mail address: docsubmit@dec.cdie.org
Homepage: <http://www.dec.org>

Electronic documents may be submitted on 3.5" diskettes or as e-mail attachments, and should consist of only one electronic file that comprises the complete and final equivalent of the paper copy; otherwise, a hard copy should be sent. Acceptable software formats for electronic documents include Microsoft Word, WordPerfect, Microsoft Excel and Portable Document Format (PDF).

Each document submitted to PPC/CDIE/DIO should include the following information: 1) descriptive title; 2) author(s) name; 3) award number; 4) sponsoring USAID office; 5) date of publication; 6) software name and version (if electronic document is sent).

(d) In the event award funds are used to underwrite the cost of publishing, in lieu of the publisher assuming this cost as is the normal practice, any profits or royalties up to the amount of such cost shall be credited to the award unless the schedule of the award has identified the profits or royalties as program income.

(e) Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this award, but USAID reserves a royalty-free nonexclusive and

irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

(END OF STANDARD PROVISION)

5. PARTICIPANT TRAINING (April 1998)

(This provision is applicable when any participant training is financed under the award.)

- (a) Definition: A participant is any non-U.S. individual being trained under this award outside of that individual's home country.
- (b) Application of ADS Chapter 253: Participant training under this award shall comply with the policies established in ADS Chapter 253, Participant Training, except to the extent that specific exceptions to ADS 253 have been provided in this award with the concurrence of the Office of International Training.
- (c) Orientation: In addition to the mandatory requirements in ADS 253, recipients are strongly encouraged to provide, in collaboration with the Mission training officer, predeparture orientation and orientation in Washington at the Washington International Center. The latter orientation program also provides the opportunity to arrange for home hospitality in Washington and elsewhere in the United States through liaison with the National Council for International Visitors (NCIV). If the Washington orientation is determined not to be feasible, home hospitality can be arranged in most U.S. cities if a request for such is directed to the Agreement Officer, who will transmit the request to NCIV through R&D/OIT.

(END OF STANDARD PROVISION)

6. VOLUNTARY POPULATION PLANNING (JUNE 1999)

(This provision is applicable to all awards involving any aspect of voluntary population planning activities.)

(a) Voluntary Participation and Family Planning Methods:

- (1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.
- (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Requirements for Voluntary Family Planning Projects

A Family planning project must comply with the requirements of this paragraph.

- (1) A project is a discrete activity through which a governmental or nongovernmental organization provides family planning services to people and for which Development Assistance funds, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

- (2) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
 - (3) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (I) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
 - (4) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
 - (5) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the methods chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.
 - (6) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
 - (7) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under paragraph (e) of this clause, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
 - i) The recipient shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph;
 - ii) the recipient shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
 - iii) The recipient shall provide USAID such additional information about violations as USAID may request.
- (c) Additional Requirements for Voluntary Sterilization Programs

(1) None of the funds made available under this award shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(2) The recipient shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure must be retained by the recipient for a period of three years after performance of the sterilization procedure.

(d) Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to women to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for abortion.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(e) Requirement for Subawards

The recipient shall insert this provision in all subsequent subawards and contracts involving family planning or population activities which will be supported in whole or part from funds under this award.

(END OF STANDARD PROVISION)

7. PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT (April 1998)

(This provision is applicable when human subjects are involved in research financed by the award.)

(a) Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID", issued April 19, 1995, as from time to time amended. USAID's Cognizant Human Subjects Officer (CHSO) in AID/W has oversight, guidance, and interpretation responsibility for the Policy.

(b) Recipient organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the grant and recipients must provide "assurance", as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to USAID as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.

(c) Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

(END OF STANDARD PROVISION)

8. CARE OF LABORATORY ANIMALS (NOVEMBER 1985)

(This provision is applicable when laboratory animals are involved in research performed in the U.S. and financed by the award.)

(a) Before undertaking performance of any grant involving the use of laboratory animals, the recipient shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended by Public Law 91-579, Animal Welfare Act of 1970, December 24, 1970. The recipient shall furnish evidence of such registration to the Agreement Officer.

(b) The recipient shall acquire animals used in research under this award only from dealers licensed by the Secretary of Agriculture, or from exempted sources in accordance with the Public Laws enumerated in (a) above.

(c) In the care of any live animals used or intended for use in the performance of this grant, the recipient shall adhere to the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animals Resources, National Academy of Sciences - National Research Council, and in the United States Department of Agriculture's (USDA) regulations and standards issued under the Public Laws enumerated in a. above. In case

of conflict between standards, the higher standard shall be used. The recipient's reports on portions of the award in which animals were used shall contain a certificate stating that the animals were cared for in accordance with the principles enunciated in the Guide for Care and Use of Laboratory Animals prepared by the Institute of Laboratory Animal Resources, NAS-NRC, and/or in the regulations and standards as promulgated by the Agricultural Research Service, USDA, pursuant to the Laboratory Animal Welfare Act of 24 August 1966, as amended (P.L. 89-544 and P.L. 91-579). NOTE: The recipient may request registration of the recipient's facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which the recipient's research facility is located. The location of the appropriate APHIS Regional Office as well as information concerning this program may be obtained by contacting the Senior Staff Office, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, Maryland 20782.

(END OF STANDARD PROVISION)

9. TITLE TO AND CARE OF PROPERTY (COOPERATING COUNTRY TITLE)
(NOVEMBER 1985)

(This provision is applicable to property titled in the name of the cooperating country or such public or private agency as the cooperating country government may designate.)

(a) Except as modified by the schedule of this grant, title to all equipment, materials and supplies, the cost of which is reimbursable to the recipient by USAID or by the cooperating country, shall at all times be in the name of the cooperating country or such public or private agency as the cooperating country may designate, unless title to specified types or classes of equipment is reserved to USAID under provisions set forth in the schedule of this award. All such property shall be under the custody and control of recipient until the owner of title directs otherwise or completion of work under this award or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guarantees and warranties obtained from suppliers shall be taken in the name of the title owner.

(b) The recipient shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The recipient shall take all reasonable steps to comply with all appropriate directions or instructions which the Agreement Officer may prescribe as reasonably necessary for the protection of the Government property.

(c) The recipient shall prepare and establish a program, to be approved by the appropriate USAID Mission, for the receipt, use, maintenance, protection, custody and care of equipment, materials and supplies for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program. The recipient shall be guided by the following requirements:

(1) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of cooperating country property acquired or furnished under the award by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of (insert name of cooperating country)."

(ii) The price of each item of property acquired or furnished under this award.

(iii) The location of each item of property acquired or furnished under this award.

(iv) A record of any usable components which are permanently removed from items of cooperating country property as a result of modification or otherwise.

(v) A record of disposition of each item acquired or furnished under the award.

(vi) Date of order and receipt of any item acquired or furnished under the award.

(vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this award, the status of property acquired or furnished under this award may be readily ascertained. A report of current status of all items of property acquired or furnished under the award shall be submitted yearly concurrently with the annual report.

(2) Maintenance Program: The recipient's maintenance program shall be consistent with sound business practice, the terms of the award, and provide for:

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The recipient's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of cooperating country property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss:

(1) The recipient shall not be liable for any loss of or damage to the cooperating country property, or for expenses incidental to such loss or damage except that the recipient shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the recipient's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of all or substantially all of the recipient's business, or all or substantially all of the recipient's operation at any one plant, laboratory, or separate location in which this award is being performed;

(ii) Which results from a failure on the part of the recipient, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of cooperating country property as required by (i) above, or

(B) to take all reasonable steps to comply with any appropriate written directions of the Agreement Officer under (b) above;

(iii) For which the recipient is otherwise responsible under the express terms designated in the schedule of this award;

(vi) Which results from a risk expressly required to be insured under some other provision of this award, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the recipient's liability under any one exception shall not be limited by any other exception.

(2) The recipient shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the cooperating country property, except to the extent that USAID may have required the recipient to carry such insurance under any other provision of this award.

(3) Upon the happening of loss or destruction of or damage to the cooperating country property, the recipient shall notify the Agreement Officer thereof, shall take all reasonable steps to protect the cooperating country property from further damage, separate the damaged and undamaged cooperating country property, put all the cooperating country property in the best possible order, and furnish to the Agreement Officer a statement of:

(i) The lost, destroyed, or damaged cooperating country property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the cooperating country property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(4) The recipient shall make repairs and renovations of the damaged cooperating country property or take such other action as the Agreement Officer directs.

(5) In the event the recipient is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the cooperating country property, it shall use the proceeds to repair, renovate or replace the cooperating country property involved, or shall credit such proceeds against the cost of the work covered by the award, or shall otherwise reimburse USAID, as directed by the Agreement Officer. The recipient shall do nothing to prejudice USAID's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the Agreement Officer, shall, at the Government's expense, furnish to USAID all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

(e) Access: USAID, and any persons designated by it, shall at all reasonable times have access to the premises wherein any cooperating country property is located, for the purpose of inspecting the cooperating country property.

(f) Final Accounting and Disposition of Cooperating Country Property: Within 90 days after completion of this award, or at such other date as may be fixed by the Agreement Officer, the recipient shall submit to the Agreement Officer an inventory schedule covering all items of equipment, materials and supplies under the recipient's custody, title to which is in the cooperating country or public or private agency designated by the cooperating country, which have not been consumed in the performance of this award. The recipient shall also indicate what disposition has been made of such property.

(g) Communications: All communications issued pursuant to this provision shall be in writing.

(END OF STANDARD PROVISION)

10. PUBLIC NOTICES (AUGUST 1992)

(This provision is applicable when the cognizant Activity Manager or SO Team determines that the award is of public interest and requests that the provision be included in the award.)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

The recipient may call on USAID's Office of External Affairs for advice regarding public notices. The recipient is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Office of External Affairs as far in advance of release as possible.

(END OF STANDARD PROVISION)

11. COMMUNICATIONS PRODUCTS (October 1994)

This provision shall be included in every award over \$25,000.

(a) Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the agreement or approved in writing by the agreement officer. A copy of the standards for USAID-financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the agreement schedule or in writing by the Agreement Officer:

(1) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing

and other editorial services (including any associated overhead), design, layout and production costs.

(2) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.

(3) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to PPC/CDIE and other USAID/W offices for internal use).

(END OF STANDARD PROVISION)

12. COST SHARING (MATCHING) (April 1998)

(This provision, along with 22 CFR 226., is applicable when the recipient has agreed or is required to cost share or provide a matching share.)

(a) If at the end of any year (or funding period) hereunder, the recipient has expended an amount of non-Federal funds less than the agreed upon amount or percentage of total expenditures, the difference may be applied to reduce the amount of USAID incremental funding the following year (or funding period), or, if the award has expired or has been terminated, the difference shall be refunded to USAID.

(b) The source, origin and nationality requirements and the restricted goods provision established in the Standard Provision entitled "USAID Eligibility Rules for Goods and Services" do not apply to cost sharing (matching) expenditures.

(END OF STANDARD PROVISION)

13. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

(This provision is applicable where performance of the award will take place in "Covered" Countries, as described in ADS 206 (see 206.5.3))

a) USAID reserves the right to terminate assistance to, or take other appropriate measures with respect to, any participant approved by USAID who is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

b) (1) For any loan over \$1000 made under this agreement, the recipient shall insert a clause in the loan agreement stating that the loan is subject to immediate cancellation, acceleration, recall or refund by the recipient if the borrower or a key individual of a borrower is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

(2) Upon notice by USAID of a determination under section (1) and at USAID's option, the recipient agrees to immediately cancel, accelerate or recall the loan, including refund in full of the outstanding balance. USAID reserves the right to have the loan refund returned to USAID.

c) (1) The recipient agrees not to disburse, or sign documents committing the recipient to disburse, funds to a subrecipient designated by USAID ("Designated Subrecipient") until advised by USAID that: (i) any United States Government review of the Designated Subrecipient and its key individuals has been completed; (ii) any related certifications have been obtained; and (iii) the assistance to the Designated Subrecipient has been approved. Designation means that the subrecipient has been unilaterally selected by USAID as the subrecipient. USAID approval of a subrecipient, selected by another party, or joint selection by USAID and another party is not designation.

2) The recipient shall insert the following clause, or its substance, in its agreement with the Designated Subrecipient:

“The recipient reserves the right to terminate this [Agreement/Contract] or take other appropriate measures if the [Subrecipient] or a key individual of the [Subrecipient] is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.”

(END OF STANDARD PROVISION)